

Donald E. Watnick (DW 6019)  
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*a/k/a Agostino von Hassell*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHRISTIAN AUGUSTIN VON HASSELL a/k/a	:
AGOSTINO VON HASSELL,	:
	:
Plaintiff,	:
	:
- against -	:
	:
ALAIN SAINT-SAËNS and UNIVERSITY	:
PRESS OF THE SOUTH, INC.,	:
	:
Defendants.	:
	:
-----	X

07 Civ. 3477 (LAK)

DECLARATION

I, DONALD E. WATNICK, an attorney duly admitted to practice law in the State of New York and this Court, hereby declare, under the penalty of perjury under the laws of the United States of America, that the following statements are true and correct:

1. I am attorney of record in the above-entitled case for Plaintiff CHRISTIAN AUGUSTIN VON HASSELL a/k/a AGOSTINO VON HASSELL, and am fully familiar with the facts set forth herein. I make this Declaration in support of Plaintiff's application, pursuant to Fed. R. Civ. P. 55(b)(2) and Local Rule 55.2(b) of this Court, for a default judgment against defendant University Press of the South, Inc. ("UNPS") and a hearing in which to assess damages against UNPS.

2. In this action, Plaintiff seeks damages and related relief against defendants Alain Saint-Saens and UNPS arising from a a book publishing agreement (the "Publishing Agreement")

between Plaintiff, as author, and Defendants, as publisher, with respect to Plaintiff's book, Military High Life: Elegant Food, Histories and Recipes (the "Book"). As set forth in Amended Complaint, Defendants have failed to meet their contractual and other obligations to promote, market and sell the Book, and have thereby caused Plaintiff damages in excess of \$350,000, plus additional damages for loss of reputation and attorneys' fees and costs. (A copy of the Amended Complaint herein, to which defendant UNPS has not responded, is annexed hereto as Exhibit A.)

3. Jurisdiction of the subject matter of this action is pursuant to 28 U.S.C. Section 1332(a) because Plaintiff and Defendants are domiciled in different states and the amount in controversy exceeds \$75,000.

4. This action was commenced on May 1, 2007 by the filing of the Summons and Complaint. Thereafter, pursuant to an order of this Court, Plaintiff filed an Amended Complaint on May 30, 2007.

5. On July 5, 2007, the Summons and Amended Complaint were served upon Defendant UNPS through the Secretary of State of the State of Louisiana. (A copy of the Affidavit of Service filed with this Court is annexed hereto as Exhibit B.)

6. Service was made upon Defendant UNPS through the Secretary of State in accordance with Fed. R. Civ. P. 4(h) and Fed. R. Civ. 4(e), which provides for service pursuant to the state laws where the District Court is located (New York) or where service is effected (Louisiana). Both Louisiana law (LSA-C.C.P. Art. 1262) and New York law (N.Y. BCL Section 306) provide for service of process on a corporation through the Secretary of State.

7. Fed. R. Civ. P. 12 provides that a defendant shall answer or move against a Complaint within 20 days of its service. Defendant UNPS has failed to appear or otherwise defend this action, and more than 20 days have elapsed since the date of service of the Summons

and Amended Complaint upon Defendant UNPS.

8. Defendant UNPS has never indicated any intention to appear and defend this action. Defendant UNPS returned a request for waiver of service of process without opening the package in which it was transmitted. My co-counsel and I have communicated repeatedly about the Publishing Agreement with an attorney identified as counsel for Defendant UNPS, Nancy Marshall of Deutsch, Kerrigan & Stiles, LLP, in New Orleans, La.; but, she has not stated to me that she intended to appear and defend this action on behalf of Defendant UNPS, or requested additional time in which to answer the complaint herein.

9. Therefore, Plaintiff is entitled to a default judgment, pursuant to Fed. R. Civ. P. 55, which provides for a default judgment when a party against who judgment is sought "has failed to plead or otherwise defend as provided by these rules."

10. On August 13, 2007, pursuant to Fed. R. Civ. P. 55(a) and Local Rule 55.1 of this Court, the Clerk of this Court entered a Certificate of Default, which accompanies this motion (and the original of which is included in the courtesy copy provided to the Court). A copy of the written application for the Certificate of Default, in accordance with Local Rule 55.1, presented to the Clerk is annexed hereto as Exhibit C hereto.

11. Defendant UNPS is a corporation organized under the laws of the State of Louisiana. Therefore, it is not an infant, in the military or an incompetent person.

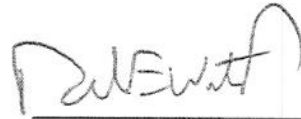
12. Inasmuch as the amount of damages is not liquidated, in accordance with Fed. R. Civ. P. 55(a)(2) and Local Rule 55.2, I request a hearing to assess the amount of damages sustained by Plaintiff and other relief to be ordered.

13. No prior application for the relief requested herein has been made.

WHEREFORE, on behalf of Plaintiff CHRISTIAN AUGUSTIN VON HASSELL a/k/a

AGOSTINO VON HASSELL, I respectfully request that this Court enter a Default Judgment against Defendant University Press of the South, Inc., and set an immediate hearing to determine damages and other relief against Defendant University Press of the South, Inc.

Executed On: August 14, 2007

A handwritten signature in dark ink, appearing to read "D. Watnick", written over a horizontal line.

Donald E. Watnick (DW 6019)